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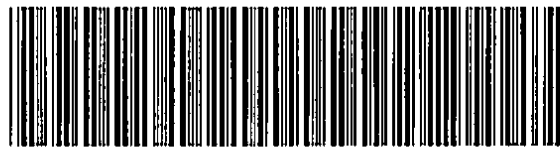
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Condominium, Homeowner
and Cooperative Association

Kevin T. Wells, Esq.*
Paul E. Olah, Jr., Esq.**
Michael W. Cochran, Esq.

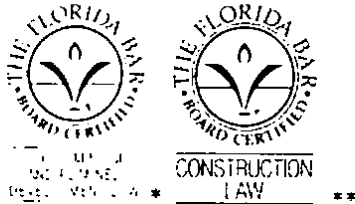


Law Offices of Wells | Olah | Cochran

Attorneys at Law

Civil Litigation
Construction Litigation

Jackson C. Kracht, Esq.
Joseph A. Gugino, Esq.
Steven K. Teuber, Esq.
Michael P. Wallach, Esq.



June 8, 2021

Florida Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Certificate of Amendment
Point Whitecap, Inc.

Dear Sir or Madam:

Please find enclosed Amendments to the Amended and Restated Articles of Incorporation for the above-referenced corporation.

Enclosed is my firm check in the amount of \$43.75 for the filing fee and certified copy fee. Please return a certified copy to the undersigned at your earliest convenience.

Thank you for your assistance in this matter.

Very truly yours,

LAW OFFICES OF WELLS | OLAH | COCHRAN, P.A.

Michael W. Cochran, Esq.
mcochran@kevinwellspa.com

MWC/enl
Enclosures

Prepared by and Return to:
Michael W. Cochran, Esq.
Law Offices of Wells | Olah | Cochran, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236
(941) 366-9191 (Telephone)

RECEIVED

MAY 27 2021

PROGRESSIVE COMMUNITY
MANAGEMENT

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF POINT WHITECAP, INC.

We hereby certify that the attached Amended and Restated Articles of Incorporation of POINT WHITECAP, INC., according to the Standard Lease Agreement as recorded in Official Records Book 417, Page 883, as amended and Chapter 719, *Florida Statutes*, were duly amended by the required affirmative vote of the members of the Cooperative at a membership meeting held on May 5, 2021. The Cooperative further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 27th day of May, 2021.

Signed, sealed and
delivered in the presence of:

Sign: Amanda Dunn

Print: Amanda Dunn

Sign: Richard B. Your

Print: Richard B. Your

POINT WHITECAP, INC.

By: Calvin Lentz
Calvin Lentz, President

ATTEST:

By: Joseph Staudenmayer
Joseph Staudenmayer, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27th day of May, 2021, by Calvin Lentz, as President of POINT WHITECAP, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



LAURIE SEESHOLTZ
Commission # GG 351406
Expires August 25, 2023
Bonded thru Budget Notary Services

NOTARY PUBLIC

Sign: Laurie Seesholtz

Print: LAURIE SEESHOLTZ

State of Florida at Large (Seal)
My Commission expires:

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
POINT WHITECAP, INC.

*[Substantial rewording of Articles of Incorporation. See original
Articles of Incorporation and prior amendments for present text.]*

1. NAME.

1.1 Name. The name of this corporation shall be POINT WHITECAP, INC. (herein, the "Corporation"), a corporation Not for Profit and a Cooperative under the laws of the State of Florida.

1.2 Corporate Documents. These are the Amended and Restated Articles of Incorporation of the Corporation. The original Standard Lease Agreement for Point Whitecap was recorded at Official Records Book 417, Page 883 *et seq.* of the Public Records of Sarasota County, Florida.

1.3 Principal Office. The principal office of the Corporation is c/o Progressive Community Management, Inc. 3701 S. Osprey Avenue Sarasota, FL 34239. The Corporation's Board of Directors may change the location of the principal office of the Corporation from time to time as provided by law.

1.4 Definitions. Any term not defined in the Cooperative Documents shall have the same definition as stated in Chapter 719, Florida Statutes, as amended from time to time (herein, the "Cooperative Act"), unless the context requires otherwise. Also, if there is a dispute over the proper definition of a vague or ambiguous term which is otherwise not defined herein or in the Cooperative Act, the Corporation's Board of Directors shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term. The definition adopted by the Board shall be binding unless wholly unreasonable and arbitrary.

2. DURATION OF CORPORATION.

The Corporation shall have perpetual existence unless sooner dissolved in the manner provided by the Cooperative Act.

3. PURPOSES OF CORPORATION.

3.1 To hold legal title to the land located in the City of Venice, County of Sarasota, State of Florida, known as WHITECAP CIRCLE (herein, the "Cooperative") upon which thirty-two (32) Units have been constructed, all pursuant to the Cooperative Act.

3.2 To provide an entity for the maintenance, operation, administration, and management of the Cooperative.

3.3 To hold legal title to the Common Areas located in the Cooperative.

3.4 To provide for the preservation and the maintenance of the exterior of all buildings, the Common

Areas, utilities and other facilities located within the Cooperative.

3.5 To supervise and administer the routine and day-to-day business affairs of the Corporation and Cooperative.

3.6 To provide a method of representation by which Members of the Corporation may participate in the operation and the management of the Corporation.

3.7 To do all things necessary and incidental to the operation and management of the Corporation, the Units, and the Common Areas of the Cooperative for the mutual benefit of the Members of the Corporation.

4. POWERS.

4.1 Common Law and Statutory Powers. The Corporation shall have all of the common law and statutory powers of a Cooperative and Corporation Not for Profit, not in conflict with the terms of these Articles of Incorporation, the Standard Lease Agreement, Chapter 617, Florida Statutes, (herein, the "Florida Not for Profit Act") or Chapter 719, Florida Statutes, (herein, the "Florida Cooperative Act"), all as subsequently amended from time to time.

4.2 Specific Powers. The specific powers of the Corporation shall include but not be limited to the following:

- A. To negotiate for, to administer, and to operate the Cooperative on behalf of the Members;
- B. To contract, sue, or be sued, with respect to the exercise or non-exercise of its powers and duties.
- C. To maintain, repair, manage, replace, and operate the Common Areas, real and personal property of the Cooperative, and to institute, maintain, settle or appeal lawsuits, arbitration and mediations, administrative actions or hearings in its name, on behalf of all Members, concerning matters of common interest, including, but not limited to, the Cooperative property, Common Areas, structural components of a building or other improvements, mechanical, electrical and plumbing elements serving the community property;
- D. To make, amend and collect annual and special assessments, rent, fines, late fees, interest, costs, attorney's fees and other authorized charges against members;
- E. To purchase insurance for the Cooperative property, Corporation property, Directors & Officers liability insurance, umbrella insurance, flood insurance, wind insurance, and insurance for the protection of the Corporation and its Members;
- F. To enforce by legal means the provisions of the Cooperative Act, the Rules and Regulations of the Corporation, these Articles of Incorporation, the Bylaws, and the Standard Lease Agreement, and to negotiate and settle all threatened or pending disputes, claims or lawsuits;
- G. To employ personnel to perform the services required for the proper administration, operation, and affairs of the Cooperative and the Corporation;
- H. To acquire by purchase or otherwise and to sell, lease, encumber, grant easements or other use rights, mortgage and lease Units, Cooperative Property, or additional real property, subject nevertheless to the provisions of the Cooperative Documents relative thereto;

I. To borrow money and secure the same by assigning assessments, rents, lien rights, assessment collection authority and by execution of mortgages encumbering the Corporation real property and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Corporation;

J. To operate, lease, maintain, repair, replace, improve, alter, and administer the Corporation's Common Areas, Cooperative Property and Corporation's real and personal property and to repair and reconstruct improvements after casualty;

K. To purchase Units in the Cooperative and to acquire and hold, lease, mortgage, and convey them;

L. To make, amend and enforce reasonable Rules and Regulations governing the Units, the Common Areas, and the Cooperative Property, and the administration of the Corporation;

M. To modify, move or create any easement for ingress or egress or for the purposes of utilities, if the easement constitutes part of or crosses Corporation property, with or without the joinder of any Members. This section does not authorize the Corporation to modify or move any easement created in whole or in part for the use or benefit of anyone other than the Members, or crossing the property of anyone other than the Members, without their consent or approval as required by law or the instrument creating the easement. Nothing in the section affects the rights of ingress or egress of any Member of the Corporation.

N. To contract for the management, operation, administration and maintenance of the Cooperative Property and Common Areas, and to authorize a contractor or management agent to assist the Corporation in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments and rents, preparation of records, enforcement of rules and restrictions of the Corporation, except where specifically required by the Cooperative Documents or a management contract to have the approval of the Board of Directors.

O. To have and exercise all rights and powers conferred upon corporations under the laws of the State of Florida, and the laws of the United States, those set forth in these Articles of Incorporation and the Bylaws of the Corporation, and any recorded covenants or restrictions encumbering the property of the Cooperative to the extent that to do so is not inconsistent with the Cooperative Act; provided, however, that the Corporation is not empowered to engage in any activity that, in itself, is not in furtherance of its purposes as set forth in the Corporation's Rules and Regulations, these Articles of Incorporation, the Bylaws or the Master Occupancy Agreement.

P. To create, implement and update as necessary a disaster recovery plan.

4.3 Emergency Powers as Provided in the Cooperative Act.

A. To the extent allowed by law, unless specifically prohibited by the Cooperative Documents, and consistent with Section 617.0830, the Board of Directors, in response to damage caused by an event for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes, in the area encompassed by the Cooperative, may exercise the following powers:

1. Conduct Board or Membership meetings after notice of the meetings and Board decisions is provided in as practicable a manner as possible, including via publication, radio, United States mail, the Internet, public service announcements, conspicuous posting on the Cooperative Property, or any other means the Board deems appropriate under the circumstances.

2. Cancel and reschedule any Corporation meeting.

3. Designate assistant officers who are not Directors. If the executive officer is incapacitated or unavailable, the assistant officer has the same authority during the state of emergency as the executive officer he or she assists.

4. Relocate the Corporation's principal office or designate an alternative principal office.

5. Enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.

6. Implement a disaster plan before or immediately following the event for which a state of emergency is declared, which may include turning on or shutting off elevators; electricity; water, sewer, or security systems; or air conditioners for cooperative buildings.

7. Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the Cooperative Property unavailable for entry or occupancy by Members or their family members, sub-lessees, guests, agents, or invitees to protect their health, safety, or welfare.

8. Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine whether the Cooperative Property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Cooperative Documents.

9. Require the evacuation of the Cooperative Property in the event of a mandatory evacuation order in the area where the Cooperative is located. If a Member or other occupant of a Cooperative fails to evacuate the Cooperative Property for which the Board has required evacuation, the Corporation is immune from liability for injury to persons or property arising from such failure.

10. Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the Cooperative Property, regardless of whether the Member is obligated by the Cooperative Documents or law to insure or replace those fixtures and to remove personal property from a Unit.

11. Contract, on behalf of a Member, for items or services for which the Owner is otherwise individually responsible, but which are necessary to prevent further damage to the Cooperative Property. In such event, the Member on whose behalf the Board has contracted is responsible for reimbursing the Corporation for the actual costs of the items or services, and the Corporation may use its lien authority provided by Section 719.108, Florida Statutes to enforce collection of the charges. Such items or services may include the drying of the Unit, the boarding of broken windows or doors, and the replacement of a damaged air conditioner or air handler to provide climate control in the Unit or other portions of the property.

12. Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the Cooperative Documents, levy special assessments without a vote of the Members.

13. Without Membership approval, borrow money and pledge the Corporation's assets as collateral to fund emergency repairs and carry out the duties of the Corporation if operating funds are insufficient. This paragraph does not limit the general authority of the Corporation to borrow money, subject to such restrictions contained in the Cooperative Documents, if any.

B. The authority granted under this Article 4.3 is limited to that time reasonably necessary to protect the health, safety, and welfare of the Corporation and the Members and their family members, sub-lessees, guests, agents, or invitees, and to mitigate further damage and make emergency repairs.

5. CORPORATE DUTIES

5.1 Duties. The duties of the Corporation shall include but not be limited to the following:

A. Those duties set forth in these Articles of Incorporation and the Bylaws of the Corporation, and any recorded declarations or restrictions encumbering the property of POINT WHITECAP, INC. to the extent that to do so is not inconsistent with Chapters 617 and 719, Florida Statutes;

C. Maintain and make available to its Members and their authorized representatives the Corporation's official records in Sarasota County, Florida, pursuant to the applicable requirements of Section 719.104, Florida Statutes.

D. Maintain its accounting records according to good accounting practices, such records to be open to inspection by Members and their authorized representatives, at reasonable dates and times, and written summaries of such records to be supplied at least annually to such Members, or their authorized representatives, and shall include, but not be limited to:

1. A record of all receipts and expenditures;

2. An account for each Member, designated in the name and current mailing address of the Member, the amount of each assessment, fine, or other charge, dates and amounts in which the assessments, fines or other charges come due, the amount paid upon the account, and the balance due on the account;

E. Use its best efforts to obtain and maintain adequate insurance to protect the Corporation and the property of POINT WHITECAP, INC., and make available for inspection by its Members and their authorized representatives, at reasonable times, a copy of each policies of insurance.

6. MEMBERSHIP.

Participants in the Corporation shall be called Members. Members of the Corporation shall be specified in the Bylaws. At any meeting of the Members, there shall be one (1) vote allowed per Unit.

7. INITIAL INCORPORATORS.

7.1 The initial incorporators of the Corporation were:

T. Lamar Hazen Jr., P.O. Box 1596, Venice, Florida
James V. Weber, 102 Shade Terrace, Venice, Florida
D. Grady Hough, Jr. 249 S. Nokomis Avenue, Venice, Florida

8. MANAGEMENT OF CORPORATE AFFAIRS.

8.1 **Fiduciary Duty.** The Officers and Directors of the Corporation have a fiduciary relationship to the Members. The Board of Directors shall govern this Corporation in accordance with the Cooperative Act, its Rules and Regulations, these Articles of Incorporation, the Bylaws, the Standard Lease Agreement, and the Not for Profit Act. A Member does not have any authority to act for the Corporation by reason of being a Member.

8.2 **Officers.** The Officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer, and such other Officers as the Members may specify. The Officers shall be Directors. Officers shall be elected by the Board of Directors. Officers shall serve for a term of one (1) year and shall hold office until the next annual meeting or until their successors shall have been duly elected. The duties of the Officers shall be those described in the Bylaws of the Corporation.

8.3 **Directors.** The properties and business affairs of the Corporation shall be managed by a Board of Directors consisting of five (5) to seven (7) Directors as determined from time to time by a vote of the Membership. Directors shall be elected and shall hold office and have the duties as provided herein and in the Bylaws of the Corporation.

8.4 **Bylaws.** The Bylaws of the Corporation shall be adopted, altered, amended, or rescinded, as provided in the Bylaws of the Corporation.

8.5 **Assessments.** Assessments shall be made in accordance with the provisions of the Bylaws and the Standard Lease Agreement.

8.6 **Indebtedness.** Subject to the approval of the Board of Directors, the Corporation may borrow and become indebted for such an amount as may be needed to meet an annual operating deficit resulting from a failure of assessments to equal expenditures for that year. Subject to the approval of three fourths (3/4ths) of the total voting interests of the Corporation, the Corporation may become indebted for other purposes.

8.7 **Liquidation.** In case of voluntary dissolution, the Corporation shall liquidate its outstanding indebtedness after each Unit Owner shall share according to the provisions of the Standard Lease Agreement.

9. INDEMNIFICATION OF OFFICERS, DIRECTORS AND COMMITTEE MEMBERS.

9.1 The Corporation shall indemnify any officer, director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director, officer, or committee member of the Corporation, against expenses (including attorney fees and appellate attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless: (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Corporation, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors, and committee members as permitted by Florida law.

9.2 Defense. To the extent that a director, officer, or committee member of the Corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 9.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified for expenses (including attorney fees and appellate attorney fees) actually and reasonably incurred by him or her in connection therewith.

9.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized by this Article 9.

9.4 Miscellaneous. The indemnification provided by this Article 9 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

9.5 Insurance. The Corporation has the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, or agent of the Corporation, or a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article 9.

9.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 9 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

10. AMENDMENTS.

10.1 Amendments. These Articles of Incorporation may be amended in the following manner:

A. The Board of Directors by resolution, or any member may propose an amendment. A member's proposal must be submitted in writing to the Secretary of Corporation prior to the next annual or special of the Members of the Corporation.

B. The written proposal of a member must be signed by the member proposing it and must contain the signatures of two (2) other Members stating that they have read it thoroughly, and they favor its adoption, and they co-sponsor it.

C. After resolution by the Board of Directors or receiving the proposal for amendment, and prior to the next scheduled meeting of the Members, the Secretary shall notify all Members of the Corporation of the contents of the resolution or proposed amendment and inform them that it will be on the agenda of the next scheduled meeting. Such notice shall be accomplished by placing a notice in the mail addressed to the last known address of each Member or hand delivering the notice.

D. The proposed amendment shall be read, discussed and may be voted on at the meeting which it is scheduled.

E. Decisions shall be made by owners of a majority of the voting interest represented in person or by proxy at a meeting at which a quorum is present, except that amendments to Article 8.7 shall require a unanimous

vote of all voting interests.

F. Certification. A copy of each adopted amendment shall be certified by the Secretary of State and be recorded in the Public Records of Sarasota County, Florida.

10.2 Limitation on Amendments. No amendment shall be made which conflicts with the Cooperative Act.

10.3 Certification. The Corporation shall file a copy of each amendment with the Florida Secretary of State and record it in the Public Records of Sarasota County, Florida, together with a duly executed Certificate of Amendment.